

In re:  
Cleo M. James  
Debtor

Case No. 19-14679-mdc  
Chapter 13

## CERTIFICATE OF NOTICE

District/off: 0313-2  
Date Rcvd: Nov 15, 2023

User: admin  
Form ID: pdf900

Page 1 of 2  
Total Noticed: 3

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 17, 2023:

Recip ID	Recipient Name and Address
db	+ Cleo M. James, 1133 E. Stafford Street, Philadelphia, PA 19138-1830

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
smg	Email/Text: megan.harper@phila.gov	Nov 16 2023 00:47:00	City of Philadelphia, City of Philadelphia Law Dept., Tax Unit/Bankruptcy Dept, 1515 Arch Street 15th Floor, Philadelphia, PA 19102-1595
smg	Email/Text: RVSVCBICNOTICE1@state.pa.us	Nov 16 2023 00:47:00	Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946, Harrisburg, PA 17128-0946

TOTAL: 2

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

## NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Nov 17, 2023

Signature: /s/Gustava Winters

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 15, 2023 at the address(es) listed below:

Name	Email Address
BRIAN CRAIG NICHOLAS	on behalf of Creditor MIDFIRST BANK bnicholas@kmlawgroup.com bkgroup@kmlawgroup.com
DAVID M. OFFEN	on behalf of Debtor Cleo M. James dmo160west@gmail.com davidoffenecf@gmail.com;offendr83598@notify.bestcase.com

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KENNETH E. WEST

ecfemails@ph13trustee.com philaecf@gmail.com

MARK A. CRONIN

on behalf of Creditor MIDFIRST BANK bkgroup@kmlawgroup.com

MICHAEL PATRICK FARRINGTON

on behalf of Creditor MIDFIRST BANK mfarrington@kmlawgroup.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 6

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**IN THE UNITED STATES BANKRUPTCY COURT  
 FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Cleo M. James a/k/a Cleo Dunbar <u>Debtor(s)</u>	CHAPTER 13
MIDFIRST BANK <u>Movant</u>	
vs.	NO. 19-14679 MDC
Cleo M. James a/k/a Cleo Dunbar <u>Debtor(s)</u>	
Kenneth E. West Esq. <u>Trustee</u>	11 U.S.C. Section 362

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. As of October 3, 2023, the post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$1,103.72**. Post-petition funds received after October 3, 2023, will be applied per the terms of this stipulation as outlined here. The arrearage breaks down as follows;

Post-Petition Payments:	August 2023 through October 2023 at \$414.94/month
Suspense Balance:	(\$141.10)
<b>Total Post-Petition Arrears</b>	<b>\$1,103.72</b>

2. Debtor(s) shall cure said arrearages in the following manner;

a). Beginning on November 2023 and continuing through April 2024, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$414.94** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of **\$184.00 for November 2023 through March 2024 and \$183.72 for April 2024** towards the arrearages on or before the last day of each month at the address below;

MidFirst Bank  
999 NorthWest Grand Boulevard  
Oklahoma City, OK 73118

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original  
signature.

Date: October 3, 2023

/s/ Mark A. Cronin, Esquire

Mark A. Cronin, Esquire  
Attorney for Movant

Date: 10/31/2023

/s/ David M. Offen, Esquire

David M. Offen Esq.  
Attorney for Debtor(s)

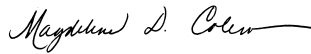
No Objection

Date: November 11, 2023

/s/ LeeAne O. Huggins

Kenneth E. West, Esquire.  
Chapter 13 Trustee

Approved by the Court this 14<sup>th</sup> day of November, 2023. However, the court  
retains discretion regarding entry of any further order.



\_\_\_\_\_  
Bankruptcy Judge  
Magdeline D. Coleman.

